

## ADDENDUM

This Addendum is entered into by and between the Office of the Attorney General ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Technical Youth, LLC d/b/a Brooksource

Contractor Address: 6219 Guilford Avenue  
Indianapolis, IN 46220

Title of Form Contract: Master Agreement

### **1. Form Contract/Duties of Contractor.**

Attached Form Contract consists of three (3) pages with terms on both sides.

### **2. Term.**

Contract term begins on April 6, 2007 and ends June 1, 2007.

### **3. Consideration.**

Contractor shall be paid forty-nine dollars (\$49.00) per hour. Total consideration for term of the Contract Form Contract is fifteen thousand six hundred eighty dollars (\$15,680.00).

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees or requiring the State to pay within less than thirty-five (35) days
- H. Any provision modifying the statute of limitations provided by Indiana statute.
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC 5-14-3-3.5
- L. Any provision giving the Form Contract precedence over this Addendum

The following terms and conditions are incorporated into and made a part of the Form Contract:

#### **4. Access to Records.**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

#### **5. Assignment; Successors.**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

#### **6. Audits.**

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

#### **7. Authority to Bind Contractor.**

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

#### **8. Changes in Work.**

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

#### **9. Compliance with Laws.**

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at

<http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC 5-22-3-7:
  - (1) The Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
  - (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

## **10. Condition of Payment.**

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

## **11. Confidentiality of State Information.**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

## **12. Debarment and Suspension.**

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

## **13. Disputes.**

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim within ten (10)

working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

#### **14. Drug-Free Workplace Certification.**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

#### **15. Employment Option.**

The State has determined that it may be in the State's best interest to hire an employee of the Contractor. Should this occur, the Contractor will release the selected employee from any non-compete agreements that may be in effect or any other binding employment arrangements, including but not limited to, any Contractor-employee agreements that employee or new employer shall pay a fee to Contractor for release of the employee. This release will be at no cost to the State or the employee.

#### **16. Force Majeure.**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

#### **17. Funding Cancellation.**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **18. Governing Laws.**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## **19. Indemnification.**

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

## **20. Independent Contractor.**

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

## **21. Information Technology Enterprise Architecture Requirements.**

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

## **22. Insurance.**

- A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly under or in connection with this Contract.
  2. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is not to be named as an additional insured on a primary, non-contributory basis.

3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

### **23. Licensing Standards.**

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

### **24. Merger & Modification.**

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

### **25. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment,

because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

## **26. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Office of the Attorney General  
Attn: Martin Durand  
302 W. Washington St., IGCS-5<sup>th</sup> Floor  
Indianapolis, IN 46204**

B. Notices to the Contractor shall be sent to:

**Technical Youth, LLC d/b/a Brooksource  
6219 Guilford Avenue  
Indianapolis, IN 46220**

## **27. Order of Precedence.**

Any inconsistency or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence to this Addendum.

## **28. Payments.**

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

## **29. Penalties/Interest/Attorney's Fees.**

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

## **30. Severability.**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

### **31. Taxes.**

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

### **32. Termination for Convenience.**

This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least five (5) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

### **33. Waiver of Rights.**

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

### **34. Work Standards.**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request

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### **NON-COLLUSION AND ACCEPTANCE**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Addendum and the Form Contract other than that which appears upon the face hereof.

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Addendum and the Form Contract. The parties, having read and understand the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

Technical Youth, LLC d/b/a Brooksource:

(Where Applicable)

By:

Printed Name:

Title:

Date:

Attested By:

Office of the Attorney General:

By:

Printed Name:

Title:

Date:

Office of Technology

Department of Administration Commission

Carrie Henderson, Commissioner

Date:

Wm Pierce (for)  
Gerry Weaver  
Chief Information Officer  
Date: 22-Mar-2007

State Budget Agency

Charles E. Schalliol, Director

Date:

APPROVED as to Form and Legality:

Office of the Attorney General

Stephen Carter, Attorney General

Date:



Attn: Martin Durand  
Indiana Attorney General's Office  
Indiana Government Center South (IGCS)  
302 W. Washington Street Room C528  
Indianapolis, IN 46204-2739

March 05, 2007

Dear Mr. Durand,

This Master Agreement (this "Agreement") shall commence on the date the Agreement is executed by both parties, and shall continue until terminated by either party upon at least thirty (30) days' prior written notice.

This Agreement governs the providing of Contract Employee(s) by Technical Youth, LLC DBA Brooksource ("the Company") to Indiana Attorney General's Office ("the Client").

On Exhibit A attached hereto (which may be amended from time to time) are listed each Contract Employee's name, standard billing rate per hour, overtime billing rate per hour, start date and end date.

The Company will pay wages to each of its Contract Employees each Friday for hours worked during the prior calendar week, as indicated by a timecard approved by a Client representative and submitted by the Client to the Company no later than the Monday following the calendar week during which the particular Contract Employee worked at the Client.

The Company shall submit bi-weekly invoices to the Client for services rendered by Contract Employee(s) for the number of hours worked in the previous two (2) weeks. Overtime will be billed at the applicable rates specified in Exhibit A hereto for any hours worked in excess of forty (40) hours per week or as otherwise required by applicable local statutory requirements. Overtime rates will also be billed for any hours worked on the following holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day.

Payment in full for invoices shall be due within 30 days from invoice date, at Technical Youth/Brooksource, P.O. Box 55767, Indianapolis, IN 46205. The Client shall pay to The Company all costs and expenses of collection, including without implied limitation reasonable attorneys' fees, incurred by The Company in connection with the collection of amounts payable by the Client hereunder or the enforcement of the Client's obligations hereunder.

The Company is not an employment agency. Its services are provided at a great expense to the Company. In consideration thereof, during the term of this Agreement and for the one hundred eighty (180)-day period immediately following the period for which the Contract Employee last performed services under this Agreement, the Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employment of Company, or hire or engage such Contract Employee.

Notwithstanding the above paragraph, if at any time the Client wishes to hire any Contract Employee provided by the Company, then the Client may request that the Company release the Contract Employee from his/her employment contract with the Company to allow the Client to employ or engage the services of the Contract Employee, either directly or indirectly. The Client acknowledges and agrees that the Company, in its sole and arbitrary discretion, has the right to accept or refuse any such request of the Client to employ or engage the services of the Contract Employee(s) supplied by the Company to the Client. If the Company has accepted the Client's request to employ any Contract Employee, either

directly or indirectly, and if such Contract Employee has not completed at least eight (8) weeks of continuous full-time employment at the Client for the Company, then the Client will pay the Company, as liquidated damages, an amount equal to 25% of first-year's salary, including guaranteed bonuses, with the Client.

If any Contract Employee has completed a minimum of eight (8) weeks or 60 days of continuous full-time work at the Client for the Company, and authorization has been obtained by the Client from the Company Account Representative, then the Client may employ or engage the services of such Contract Employee, either directly or indirectly, without any financial compensation or liquidated damages payment owed to the Company from the Client. The Client has the right to terminate any Contract Employee upon written, oral, telecopier-transmitted or electronically-transmitted notice to the Company or to such Contract Employee without any formal notice.

With respect to services provided by the Company to the Client, the Company shall be an independent contractor. The Company shall be responsible for providing any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare, and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

The Company supplies temporary staffing services only to work under the Client's direction, control, and supervision. Therefore, the Company is not responsible for project management, product liability, or any claims, costs, expenses, damages, obligations, or losses arising from or in connection with acts or omissions of any Contract Employee, whether arising under contract, tort, or otherwise. The Client shall indemnify the Company and hold it harmless against and from any such claims made or brought about by a third party, including any and all costs (e.g., attorneys' fees) incurred in connection with such claims. The Company does not warrant or guarantee that the Contract Employee placed pursuant to this Agreement will produce any particular result or any solution to the Client's particular needs. Accordingly, the Client acknowledges and agrees that the Company is not responsible for any aspects of the Contract Employee's work or Client's project, including, without limitation, any deadlines or work product.

All work product of every kind performed by any Contract Employee on behalf of the Client shall be the sole and exclusive property of the Client. The Company recognizes that while performing its duties under this Agreement, Technical Youth and its Contract Employee(s) may be granted access to certain proprietary and confidential information regarding the Client's business, customers, and employees. The Company agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

The Client shall reimburse the Company for ordinary, necessary, and reasonable travel expenses incurred by Contract Employee while performing services on behalf of the Client that require Contract Employee to travel away from the Client's primary job site.

The laws of the State of Indiana shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, beneficiaries, personal representatives and other legal representatives, successors, and permitted assigns.

This Agreement, including Exhibit A (Rate Letter), may be amended, waived, changed, modified, or discharged only by agreement in writing signed on behalf of all parties by the authorized representatives executing the Agreement.

**AGREED AND ACCEPTED:**

**Client**

By: \_\_\_\_\_  
(Printed Name: \_\_\_\_\_)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**Technical Youth, LLC DBA Brooksource**

By: \_\_\_\_\_  
(Printed Name: \_\_\_\_\_)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_



## EXHIBIT A

March 5, 2007

Dear Mr. Durand,

This Rate Letter is executed in connection with the Master Agreement previously executed between Technical Youth, LLC DBA Brooksource and the undersigned Client, dated March 5, 2007.

The following is the hourly Bill Rate information and other terms related to the provision of the Contract Employee(s) listed below, by Technical Youth, LLC DBA Brooksource ("the Company") to Indiana Attorney General's Office ("the Client"):

<u>Contract Employee Name</u>	<u>Standard Billing Rate Per Hour</u>	<u>Overtime Billing Rate per Hour</u>	<u>Start Date</u>	<u>End Date</u>
Tino Marquez	\$49.00	\$73.50	TBD	TBD

The Company will pay wages to each of its above-named Contract Employees each Friday for hours worked during the prior calendar week as indicated by a timecard approved by a Client representative and submitted by the Client to The Company no later than the Monday following the calendar week during which the particular Contract Employee worked at the Client.

Overtime will be billed at the rates listed above for any hours worked in excess of forty (40) hours per week or as otherwise required by applicable local statutory requirements. Overtime rates will also be billed for any hours worked on the following holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. The Company shall invoice the Client on a biweekly basis and payment terms shall be net thirty (30) days from invoice date.

In an effort to provide outstanding customer service, we ask you fill out the following information.

### Purchase Order/Invoice Approval Process

1. Is a PO # required for this project/assignment? ☐ Yes ☐ No
2. If yes, what is the PO#? \_\_\_\_\_
3. Invoices should be mailed to? ☐ Hiring Manager ☐ Accounts Payable ☐ Both
4. What is the mailing address and contact information for the invoice process? For instance:  
Hiring Manager/Accts Payable Contact  
Department  
Company  
Street Address  
City, State, Zip

~~The Client Acknowledges And Agrees To The Forgoing.~~

By: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Client Representative